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Protest Decision

Matter of: Protest of TSI, Inc.

Case No.: 2016-203

Posting Date: October 29, 2015

Contracting Entity: Information Technology Management Office

Solicitation No.: 5400008056

Description: IT Temporary Staff Augmentation Services

DIGEST

Protest asserting broad challenges to the structure of contracts solicited under a fixed price bid to provide IT Temporary Staff Augmentation Services is denied for vagueness, untimeliness, and/or failure to state a claim for relief.

AUTHORITY

The Chief Procurement Officer conducted an administrative review pursuant to S.C. Code Ann. §11-35-4210(4). This decision is based on the evidence and applicable law and precedents.

DECISION

TSI, Inc. (TSI) protests Amendment 1 to the solicitation for IT Temporary Staff Augmentation Services by the Information Technology Management Office. (ITMO) TSI's letter of protest is incorporated by reference. [Attachment 1]

The CPO denies the protest.

Findings of Fact

Fixed Price Bid Issued:	09/02/2015
Amendment 1 Issued	09/17/2015
Protest Received	10/01/2015
Amendment 2 Issued	10/02/2015

Background

ITMO issued this Fixed Price Bid on September 2, 2015. The solicitation is designed to allow a Using Governmental Unit (UGU) to augment its information technology staff. The Temporary IT Staff Augmentation contract is *not* for the acquisition of projects that are paid on a deliverables basis. Individual consultants placed with a UGU are employees of the suppliers whose fixed price bids are accepted. UGUs pay the suppliers for consultant services on an hourly basis. Supplier contracts will be managed by a Managed Service Provider (MSP), TAPFIN, using the internet-based Vendor Management System (VMS) known as Beeline.¹

The purpose of fixed price bidding is to provide multiple sources of supply for specific services, supplies, or information technology based on a preset maximum price which the State will pay for such services, supplies, or information technology. There is no guarantee that a contractor will receive business under these contracts. There are multiple contractors providing essentially the same goods or services at a pre-set maximum price. Typically, it is up to the contractor to find agencies in need of the goods or services available under these contracts and market itself to

¹ The MSP contract was awarded June 26, 2015, without protest. If ITMO exercises all renewals, the contract will run through July 2022.

the agencies. Agencies are free to purchase from the contractor they choose based on their own criteria which might include past experience with a contractor, proximity to the point of consumption, preferential delivery, etc. Many agencies have held a secondary competition among all or a subset of the contractors using pricing below the pre-set maximum when determining the contractor from whom they will purchase. The IT Temporary Staff Augmentation contract incorporates a variation of this secondary process by requiring the UGU to submit a statement of work to the MSP who notifies all contractors of the agency requirement. Interested contractors can submit resumes to the MSP who in turn submits qualified resumes to the UGU. The initial application process is vendor neutral, that is, no supplier or consultant identification information may be included on the résumés submitted.² The UGU is required to interview at least three contractor candidates prior to selecting the contractor. When the contractor begins work for the agency they record their time in the VMS. Once the agency approves the time worked, the MSP invoices the UGU for the approved time worked, the UGU pays the invoice amount to the MSP who in turn pays the contractor less an administration fee.

The existing contract established a system for monitoring contractor performance and set a minimum level of performance contractors are required to maintain. Failure to maintain this minimum level of performance will result in the cancellation of the contract. It also set forth a number of activities that could result in the suspension or termination of the contractor. Today, there are 208 active suppliers on the contract, who employ hundreds of individual consultants. There are 408 consultants on assignment to UGUs at this time. In calendar year 2014, 614,214.25 hours were worked and the gross amount invoiced was \$53,476,624.62 under this contract.

This solicitation will replace the current contract, which has been in use since 2009.³ It will also be managed by TAPFIN, using Beeline.

² See State of South Carolina Business Rules, <http://vmp.tapfin.com/south-carolina/program-overview/> (last viewed October 29, 2015).

³ The contract has been extended until the earlier of August 2016 or award of a replacement contract.

Discussion

This Fixed Price Bid was issued on September 2, 2015. A prospective bidder must protest the solicitation within 15 days of the issuance of the solicitation or the amendment if the amendment is at issue. Section 11-35-4210(1)(a). Days are defined in Section 11-35-310(13) as calendar days, meaning that the latest time for a protest of the solicitation to be timely received by the CPO was the close of business on September 17, 2015. Amendment 1 was issued on September 17, 2015, making the last time to protest issues related to Amendment 1, the close of business on October 2, 2015. The CPO only has jurisdiction over protests received within the prescribed time frames. TSI's protest was received by the CPO at 8:26 AM on October 2, 2015. Consequently the CPO only has jurisdiction to review issues of protest that are directly related to issues contained in Amendment 1.⁴

In its protest, TSI indicated that it considered its letter to be a "notice of protest" that it intended to perfect by amendment at a later date. The "notice of protest" set forth general areas of concern without, in many cases, enough particularity to give notice of the issues to be decided. No amendment to the protest was received prior to the close of business on the last day allowed for protest.

TSI's first issue of protest questions the legality of any contracts resulting from this solicitation as follows:

Whether any contract that might result from this solicitation is authorized by State Procurement Law. This solicitation and Amendment will result in a Fixed Price contract, for which the law is specific in how it should be administered and used. Section 11-35-1525 (7) indicates that award must be made to all responsive and responsible bidders. Item (8) of this same section states that any bidder that subsequently furnishes evidence of responsibility and responsiveness (using the same criteria as being awarded a place on the list of vendors in the first place) must be added to the award. There is no legal citation for subjecting awardees to any participation or other criteria AFTER award, and no legal basis for any vendor to ever be removed from participation, or for the contract award list to be limited in any manner.

⁴ Amendment 2 simply postponed the bid opening. Similarly, Amendment 4 advised bidders that the solicitation was "on hold" indefinitely.

This language alleges no specific violation of the Code and lacks the specificity required by Section 11-35-4210(2)(a) to give notice of the issues to be decided. This issue of protest is denied.

The CPO notes that ITMO has maintained a state term contract for IT staff augmentation for nearly ten years and this is little more than a re-solicitation of those requirements. As TSI points out, contracts will be awarded to all responsive and responsible bidders who agree to perform for the fixed pricing in the solicitation. After the initial award, any responsive and responsible bidder will be added to the list of contractors as provided for in the solicitation. This solicitation includes certain performance criteria that a contractor must meet during the term of the contract. These are requirements of the contract. The failure of a contractor to meet the requirements of a contract will result in termination of that contractor. If that contractor responds to the fixed price bid in the future, its previous performance will be taken into consideration in determining that contractor's responsibility as defined in Section 11-35-1410(6). TSI's issue of protest suggests that the Code in some way guarantees a bidder keeps his contract even when not meeting the requirements of the contract. In this case requiring contractors to meet certain minimum levels of performance for the duration of the contract is a contractual requirement and good stewardship of the taxpayer's interests.

TSI's second issue of protest questions:

Whether any contract that might result from this solicitation will violate state law in other ways, specifically, §11-35-45, in that vendors do not have control over what is printed on the invoices the agencies receive from the Vendor Manager (Tapfin Process Solutions) and are, therefore, being forced to waive the late fee penalty without providing consent to do so.

This issue was apparent from the original solicitation, and is not addressed in Amendment 1. Consequently the CPO lacks jurisdiction and this issue of protest is dismissed.

The CPO notes ITMO issued Amendment 3 on October 14, 2015, which included the following:

Changes to Original Solicitation are as follows:

Section III. SCOPE OF WORK/SPECIFICATIONS, page 23, Section 18.
Invoices, 3rd paragraph, add the following to the end of the paragraph:

In accordance with Section 11-35-45 of the SC Code of Laws, a late fee may be assessed if payment is not received within thirty (30) work days from the invoice date on the final invoice. This language shall appear on the invoices generated by Beeline and TAPFIN and received by the UGU's.

Even if jurisdiction were to exist, Amendment 3 makes moot this ground of protest.⁵

TSI's next issue of protest is:

Whether any contract that might result from this solicitation, that uses criteria other than price to determine final candidate selection, violates §11-35-1525. Further, whether the contract violates §11-35-1520 (9), which pertains to pricing alone and contains determinations that take into consideration whether the firms are SC based, Certified as Small and Minority, etc. Whether the contract violates §11-35-1520 (10) which determines award of business based on price alone.

Again, this issue was apparent from the original solicitation, and is not addressed in Amendment

1. Consequently the CPO lacks jurisdiction and the issue is dismissed⁶.

TSI's next issue of protest is as follows:

Whether any contract that might result from this solicitation will be anti-competitive, and clearly recognized as anti-competitive by officials of ITMO in charge of the contract. Recent statements by an ITMO Contract Manager appear to invoke §11-35-2420 and requires the reporting of anti-competitive practices. The evidence suggests, and everyone knows that "under the table" deals are

⁵ TAPFIN is apparently including this language on current invoices for consultant services. *See* Attachment 2.

⁶ Every responsive and responsible bidder will be awarded a contract as a result of this fixed price bid. Consequently there are multiple contractors offering the same service. Under other fixed price contracts, agencies are free to use any criteria they choose to determine which contractor they will purchase from. The process outlined in this solicitation establishes a contractual requirement that every agency use the same process to determine which contractor they purchase from. There is nothing in the Code that prevents the establishment of this type of contractual requirement. TSI raises a concern about Section 11-35-1520(9) which sets forth criteria to be used to determine the successful bidder when two or more bidders submitted the same price. Since all responsive and responsible offerors will be awarded a contract as a result of this solicitation, there is no need to resolve a tie bid situation to determine which contractor will receive the award. TSI also raises concern that this contract is not being awarded in accordance with Section 11-35-1520(10). That is true. These contracts will be awarded in accordance with Section 11-35-1525(7) as required by the Code.

happening.⁷ A former procurement employee has already admitted in an email some time ago, of his knowledge of the existence of anti-competitive practices. It logically follows that this one individual was not the only one privy to such activities. Yet, there has never been an investigation requested of the Attorney General as is required by law. This contract does nothing to alleviate the same issues surrounding anti-competitive practices that existed and were the subject of a multi-vendor protest a few years ago. At that time, the vendors were promised that ITMO would make significant changes and implement policies and procedures to eliminate these practices, yet the contract terms and conditions of the current solicitation do nothing to alleviate these.

This issue was apparent from the original solicitation, and is not addressed in Amendment 1. Additionally, it lacks specificity and does not put the state on notice of the issues to be decided. Finally, it fails to state a violation of the Code by the solicitation or any amendment. This issue of protest is denied.

TSI's next issue of protest is as follows:

Article 11, Section 11-35-3410 provides for modifications and terminations of contracts for supplies and services (including Information Technology). Nowhere in this section is there mention of vendors being terminated or suspended from an awarded contract list based on quotas or any other criteria such as those listed in the solicitation.

Section 11-35-3410 *authorizes* the State Fiscal Accountability Authority to establish by regulation certain mandatory contract provisions. §§11-35-3410(1) and (3). SFAA has never exercised this authority for contracts for supplies, services, or information technology. The performance requirements to which TSI refers in this complaint are not regulations, nor are they in any way prohibited or limited by Section 11-35-3410. If TSI believes those requirements present an unreasonable risk to its business model, it is free to decline to bid. *See* 1981 S.C. Op. Atty. Gen. No. 81-52 (“[I]t is the opinion of this office that [SCDOT] contract provisions, such as those in question here, are not regulations within the meaning of Code Section 1-23-10(4) and

⁷ While this vendor has repeatedly alleged illegal or anti-competitive practices in the State's acquisition of IT staff augmentation services, absolutely no evidence of illegal or anti-competitive practices has been presented to the CPO by this bidder or any other participant in this public procurement process. If TSI or anyone else provides credible, factual information about illegal or anti-competitive practices, the CPO will act appropriately and consistent with his responsibilities under the Code and regulations.

therefore do not have to undergo public or legislative scrutiny pursuant to the Administrative Procedures Act. Any prospective bidder who does not wish to be bound by any of the special provisions may simply decide not to bid on contracts containing those provisions.”) There is no violation of the Code and this issue of protest is denied.

TSI’s next issue of protest is as follows:

Whether ITMO can choose to ignore vendor questions and requests related to response criteria and procedures, thereby potentially damaging and prejudicing vendors’ ability to compete for this award.

This issue of protest fails to state a violation of the Code for which relief can be granted. There is no statutory requirement that the State respond to every question that a prospective bidder or offeror submits to the procurement officer prior to submission of bids. It also lacks specificity and does not put the State on notice of the issues to be decided. This issue of protest is denied.

TSI’s next issue of protest is as follows:

Solicitation 5400008056 violates the requirements of Section 11-35-5210 (Assistance to Minority Businesses) because it favors vendors with greater resources than the typical small and minority business, among other things that make the competitive playing field restrictive and unlevel. Among these is the requirement that all consultants placed as a result of successful participation in the resulting contract make available their employees to be hired by the state in 90 days. Small businesses cannot comply with that requirement unless they add a substantial upcharge to their normal hourly rates to cover their recruiting, hiring, relocation and onboarding costs. This upcharge will likely prevent them from bidding or being awarded positions that larger companies can price more competitively. *[sic]* This term is also not in the best interest of the state, as has been pointed out in my follow-up questions to Amendment 1, and an email defining how this term will result in the agencies paying artificially inflated rates, even when they do not choose to exercise the 90 day hire option.

TSI alleges that the following requirement places small and minority businesses at a disadvantage.

32. If the UGU plans to hire a Consultant as a state employee, the UGU will retain the Consultant placed by the Supplier on the Supplier’s payroll for a

minimum of ninety (90) calendar days prior to hiring the Consultant as a state employee, unless the Supplier and UGU agree otherwise. [Solicitation, Page 25]

This issue was apparent from the original solicitation, and is not addressed in Amendment 1. Consequently the CPO lacks jurisdiction. This issue of protest is denied.

Even if jurisdiction existed, TSI fails to state any claim for relief here. This is a fixed price bid and the State sets the maximum hourly rate it is willing to pay. This hourly rate includes the amount paid to the consultant, the supplier's costs and supplier profit. Normally the supplier figures to recover its costs over the term of the engagement. A shorter recovery period results in a higher recovery cost per hour which must be off-set by a lower hourly rate to the consultant or less supplier profit. This solicitation allows the agency to hire the consultant after a minimum of 90 days. TSI argues that having to recover its supplier costs over 90 days creates a disadvantage to small and minority businesses.

This is a "Temporary Staff Augmentation" contract. For any number of reasons, agencies usually have no interest in converting a consultant to a full time employee, especially after only 90 days on a project. TSI has acknowledged as much. When an agency publishes a requirement for temporary staff augmentation, it must include the actual budget for the position and the budget for the project. The decision to hire an employee or a consultant has probably already been reviewed. The previous contracts had no prohibition against agencies hiring consultants as full time employees and no guarantee of a minimum period of service before an agency could hire a consultant. In theory, an engagement could last one hour, one day, one week, one month or more. This provision provides some protection to the supplier that its contract will last at least 90 days before the agency could hire the consultant. Apparently some minority vendors have been quite successful without this protection as the supplier receiving the second most business under the current contract is a South Carolina certified minority and at least two other minority vendors, including TSI, have received business during the current year.

TSI protests:

Whether any contract that might result from this solicitation violates Section 11-25-20, sections (a), (b), (c), (e), (f), (g) and Section 11-35-30. To specifically

determine the benefit to the state of limiting vendors from participation once awarded a contract under this contract vehicle.

The referenced paragraphs of Section 11-35-20 are:

- (a) to provide increased economy in state procurement activities and to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the State and in compliance with the provisions of the Ethics Government Accountability and Campaign Reform Act;
- (b) to foster effective broad-based competition for public procurement within the free enterprise system;
- (c) to develop procurement capability responsive to appropriate user needs;
- (e) to require the adoption of competitive procurement laws and practices by units of state and local governments;
- (f) to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement;
- (g) to provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process;

This issue of protest is dismissed for lack of specificity in that it fails to state how contracts awarded under this solicitation would violate the various paragraphs cited. However it should be noted that there are 208 suppliers under the current contract. One hundred and fifteen suppliers have provided services under the current contract receiving a total of more than \$56 million dollars year-to-date. No single contractor has received more than 8% of that \$56 million dollars. This certainly reflects effective broad-based competition that appears to meet the needs of the agencies within the confines of the Code and Regulations. If there are unfair or unethical practices by some of the participants under this contract, they are not very effective.

TSI indicated that it intended to protest, "Issues related to the delegation of authority and whether or not parties being allowed to dictate policy have the authority to do so under the law." The CPO did not receive any additional information about this issue and it is dismissed for lack of specificity.

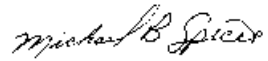
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Case No. 2016-203

October 29, 2015

For the reasons stated above the protest of TSI, Inc. is denied.

For the Information Technology Management Office

A handwritten signature in cursive script, reading "Michael B. Spicer".

Michael B. Spicer

Chief Procurement Officer

Attachment 1



October 1, 2015

Mike Spicer, Chief Procurement Officer
SFAA, Div. of Procurement Services, ITMO
1201 Main Street, Suite 601
Columbia, SC 29201

RE: Protest of Solicitation 5400008056, IT Temporary Services

Dear Mr. Spicer:

I am respectfully advising you of Technology Solutions, Inc.'s Protest of Solicitation number 5400008056, IT Temporary Services, Amendment 1 and all underlying documents. According to my records, the Amendment was issued on September 17, 2015. Pursuant to S.C. Code of Laws, my calculations make the notification of protest due on or before October 2, 2015. Please consider this our notice of protest that will be perfected in an amendment provided to you on or before October 16, 2015. We have requested information from ITMO related to this protest, and have received a partial response. We need additional time to evaluate the information received so that we may perfect our FOIA to receive the additional information we need on that subject and potentially others that have been raised as a result of the Amendment to the Solicitation. If any of these dates have been miscalculated, please provide the correct dates by which we must provide our amended protest.

In general, the nature of our protest will include, but not be limited to, the following:

1. Whether any contract that might result from this solicitation is authorized by State Procurement Law. This solicitation and Amendment will result in a Fixed Price contract, for which the law is specific in how it should be administered and used. Section 11-35-1525 (7) indicates that award must be made to all responsive and responsible bidders. Item (8) of this same section states that any bidder that subsequently furnishes evidence of responsibility and responsiveness (using the same criteria as being awarded a place on the list of vendors in the first place) must be added to the award. There is no legal citation for subjecting awardees to any participation or other criteria AFTER award, and no legal basis for any vendor to ever be removed from participation, or for the contract award list to be limited in any manner.
2. Whether any contract that might result from this solicitation will violate state law in other ways, specifically, §11-35-45, in that vendors do not have control over what is printed on the invoices the agencies receive from the Vendor Manager (Tapfin Process Solutions) and are, therefore, being forced to waive the late fee penalty without providing consent to do so.

3. Whether any contract that might result from this solicitation, that uses criteria other than price to determine final candidate selection, violates §11-35-1525. Further, whether the contract violates §11-35-1520 (9), which pertains to pricing alone and contains determinations that take into consideration whether the firms are SC based, Certified as Small and Minority, etc. Whether the contract violates §11-35-1520 (10) which determines award of business based on price alone.
4. Whether any contract that might result from this solicitation will be anti-competitive, and clearly recognized as anti-competitive by officials of ITMO in charge of the contract. Recent statements by an ITMO Contract Manager appear to invoke §11-35-2420 and requires the reporting of anti-competitive practices. The evidence suggests, and everyone knows that “under the table” deals are happening. A former procurement employee has already admitted in an email some time ago, of his knowledge of the existence of anti-competitive practices. It logically follows that this one individual was not the only one privy to such activities. Yet, there has never been an investigation requested of the Attorney General as is required by law. This contract does nothing to alleviate the same issues surrounding anti-competitive practices that existed and were the subject of a multi-vendor protest a few years ago. At that time, the vendors were promised that ITMO would make significant changes and implement policies and procedures to eliminate these practices, yet the contract terms and conditions of the current solicitation do nothing to alleviate these.
5. Article 11, Section 11-35-3410 provides for modifications and terminations of contracts for supplies and services (including Information Technology). Nowhere in this section is there mention of vendors being terminated or suspended from an awarded contract list based on quotas or any other criteria such as those listed in the solicitation.
6. Whether ITMO can choose to ignore vendor questions and requests related to response criteria and procedures, thereby potentially damaging and prejudicing vendors’ ability to compete for this award.
7. Solicitation 5400008056 violates the requirements of Section 11-35-5210 (Assistance to Minority Businesses) because it favors vendors with greater resources than the typical small and minority business, among other things that make the competitive playing field restrictive and unlevel. Among these is the requirement that all consultants placed as a result of successful participation in the resulting contract make available their employees to be hired by the state in 90 days. Small businesses cannot comply with that requirement unless they add a substantial upcharge to their normal hourly rates to cover their recruiting, hiring, relocation and onboarding costs. This upcharge will likely prevent them from bidding or being awarded positions that larger companies can price more competitively. This term is also not in the best interest of the state, as has been pointed out in my follow-up questions to Amendment 1, and an email defining how this term will result in the agencies paying artificially inflated rates, even when they do not choose to exercise the 90 day hire option.
8. Whether any contract that might result from this solicitation violates Section 11-25-20, sections (a), (b), (c), (e), (f), (g) and Section 11-35-30. To specifically determine the benefit to the state of limiting vendors from participation once awarded a contract under this contract vehicle.

9. Issues related to the delegation of authority and whether or not parties being allowed to dictate policy have the authority to do so under the law.
10. Other issues that may arise as the information requested from ITMO is received.
11. In a multi-vendor protest of the process this solicitation appears to replace, there were several unresolved issues. Among them are these:
 - Enforcing late payment penalties with agencies, and requiring TAPFIN's assistance in this since they are responsible for all invoicing;
 - A plan going forward that ensures this contract, if a fixed price contract, be awarded based on the laws regarding fixed price contracts – i.e. that price be the sole determining factor. The law appears to state that there can be no other criteria for awards in fixed price contracts other than lowest price, and further that local and minority certification preferences be adhered to;
 - The historical failure of ITMO or TAPFIN to take measures to prevent anti-competitive practices such as favoritism and “insider knowledge” that appears to be encouraged by, or at the very least, being allowed to happen untended, by TAPFIN and ITMO;
 - The failure of ITMO to protect diversity;
 - The failure of ITMO to construct a contract that is in the best interest of the state;
 - Improper delegation of authority from ITMO to TAPFIN;
 - Other issues regarding performance reporting, timely processing of candidates, etc.

This solicitation does not appear to have addressed any of these concerns that were committed to by ITMO to have the vendors withdraw their protest.

Remedies Requested:

1. Delay the opening of bids for Solicitation 5400008056 until a thorough review can be conducted of the current terms and conditions, and input from potential vendors, including small, local and minority businesses, can be sought to ensure that there are no limiting terms and conditions in the current solicitation that would repeat the problems (anti-competitive practices, quashing of competition, etc.) small businesses have experienced in the past.
2. Demand a report to the Attorney General and a request for an investigation into possible anti-competitive practices taking place under Contract 5400001342. Use that investigation to inform the implementation of a new and improved contract vehicle for the procurement of IT Temporary Services.
3. Ensure that this solicitation and any resulting contract is dictated by state statutes that give preferences for SC based, Certified as Small and Minority, firms are given preferences in pricing and other criteria allowed by law.
4. Change the solicitation to reflect the RFP-like criteria used in the selection of candidates for open positions. Then, scored criteria would have to be divulged to vendors, better informing our selection process, UGUs would have to score resumes appropriately based on the firm criteria, and scores would be available to vendors to assist them in future business decisions regarding selection of candidates for submission.

Mr. Spicer

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Thank you for your assistance in this matter. It is the sincere goal of TSI to work with ITMO to resolve these issues so that business can continue as usual. However, historically there has been little, if any, movement to improve the administration and practices of this contract vehicle, so, in the event ITMO cannot comply with these terms and make a concerted and true effort to correct these problems, we will send our perfected protest letter and will need to proceed with the protest. The same VMS that is in use currently has been selected for the new process, and business is currently continuing as usual. Therefore we rely on the auto stay guaranteed by § 11-34-4210(7). There is no compelling reason to rush the opening of this bid, as it is in the best interest of the state to review this process more thoroughly before launching another five year period of concerns.

Respectfully submitted,



Cathy G. Lanier

President

Cc: Geoffrey Chambers, Attorney at Law

Attachment 2



Invoice and Accrual - PO

Run Date: 9/8/2015

All invoice balances must be paid as is. Dollar amounts listed on this invoice should not be modified at any time, any corrections identified/required must be brought to the TAPFIN Program Office&#amp;#39;s attention and will be reflected in the following months invoice. The State of South Carolina has 30 business days from the 7th to pay the monthly final invoice. A late fee may be assessed if payment is not received within 30 business days from the invoice date on the final invoice (Section 11-35-45 of the SC Code of Laws).

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Bill to: State of South Carolina
Columbia, SC

Remit to: TAPFIN, Manpower Company
P.O. Box 905406
Charlotte, NC 28290-5406

Currency: USD (US Currency)

Statement Date: 9/7/2015

Billing Period: 8/1/2015 - 8/31/2015 (Final Invoice)

Invoice Number: 4522

Assignment - PO Number: 4600389763

Bill To Cost Center: State Fiscal Accountability Authority (SFAA) -
E550100000

Supplier: ENTERPRISE IT SOLUTIONS LLC

Invoice Number	Organization Name	Supplier Name	Consultant	Bill To Cost Center	Project Code	PO Number	Hiring Manager	Week Ending Date	Pay Code	Units	Bill Rate	Gross Amount	Net Amount Due
4522	State Fiscal Accountability Authority (SFAA)	ENTERPRISE IT SOLUTIONS LLC	Villines, Jacob	E550100000	B&CB - Desktop Support	4600389763	Julian, Elaina	8/8/2015	RT	40.00	\$35.00	\$1,400.00	\$1,400.00
4522	State Fiscal Accountability Authority (SFAA)	ENTERPRISE IT SOLUTIONS LLC	Villines, Jacob	E550100000	B&CB - Desktop Support	4600389763	Julian, Elaina	8/15/2015	RT	40.00	\$35.00	\$1,400.00	\$1,400.00
ENTERPRISE IT SOLUTIONS LLC										80.00		\$2,800.00	\$2,800.00

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised September 2015)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 111.1 of the 2015 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

-
1. What is your/your company's monthly income? _____
 2. What are your/your company's monthly expenses? _____
 3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this
_____ day of _____, 20_____

Notary Public of South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only: _____ Fee Waived _____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____
Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.